

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: May 1, 1997

INVITATION FOR BIDS

NO. IFB-97-200-O

SEALED BIDS
FOR
FURNISHING AND DELIVERING

ROOFING SUPPLIES (WATERPROOFING SYSTEM) ON OAHU

will be received up to and opened at 2:00 p.m.

on

May 20, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Marc
Yamamoto telephone (808) 586-0569; facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

IFB-97-200-O

Name of Company

The following bid is hereby submitted to furnish asbestos free Roofing Supplies (Waterproofing System). All items shall be furnished in accordance with the specifications herein.

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Est'd Total Bid Price</u>
1.	Reinforcing Fabric, 6-inch wide	20 rolls	\$_____/roll	\$_____
	Manufacturer's Name _____			
	Product Name and/or Number _____			
2.	Reinforcing Fabric, 40-inch wide	100 rolls	\$_____/roll	\$_____
	Manufacturer's Name _____			
	Product Name and/or Number _____			
3.	Foundation and Saturation Coat, 5-gal pail	300 pails	\$_____/pail	\$_____
	Manufacturer's Name _____			
	Product Name and/or Number _____			
4.	Finish Coat, 5-gal pail as specified herein:	200 pails	\$_____/pail	\$_____
	Manufacturer's Name _____			
	Product Name and/or Number _____			
5.	Barrier Guard, 5-gal pail	50 pails	\$_____/pail	\$=====
	Manufacturer's Name _____			
	Product Name and/or Number _____			
TOTAL SUM BID (Items 1-5):				\$=====

Offeror: _____

THE PRODUCTS LISTED (Items 1 thru 5) SHALL NOT CONTAIN ASBESTOS

Business Address: _____

Name of Contact Person: _____

Address of Warehouse: _____

Telephone No: _____ Fax No.: _____

Business Hours: _____

Offeror: _____

OFFER FORM

OF-3
SPECIFICATIONS

ITEM NO. 1 and 2 - REINFORCING FABRIC
(HYDRO-STOP POLYESTER FABRIC OR EQUAL)

1. Shall be non-woven, stitch bonded, heat-set fabric.
2. Following Characteristics:

Weight:	3 oz. per square yard
Tensile Strength:	57.1 lbs per ASTM D1682
Elongation:	61.65% per ASTM D1682
Mullen Burst:	176.8 lbs. per ASTM D3786
Trapezoid:	16.1 lbs per ASTM D1117

3. Asbestos Prohibition: All materials shall be asbestos free.

ITEM NO. 3 - FOUNDATION AND SATURATION COAT
(HYDRO-STOP PREMIUMCOAT FOUNDATION OR PRE-APPROVED EQUAL)

1. Shall be a liquid applied water base 100% pure acrylic **copolymer**.
2. Coatings containing styrene, vinyl, or styrene butadine are not acceptable.
3. Cured Membrane Characteristics:

<u>Property</u>	<u>Test</u>	<u>Result</u>
Tensile Strength	ASTM D638	2898 psi
Elongation	ASTM D638	>250% (61% for fabric)
Dimensional Stability	ASTM D1240	<0.44%
Weathering	ASTM G26	No effect on Physical Properties after 3,600 hours.
Moisture Vapor	ASTM D-1653	4 perms
Wind Uplift	ASTM E330	Satisfies SFBC for roofs 150 ft in elevation.
Fire Rating	ASTM E108	Class A

4. Asbestos Prohibition: All materials shall be asbestos free.
5. Non-toxic formulation.
6. Meets V.O.C. emissions and regulations.
7. **Ultra Violet Light Resistant.**
8. **All materials shall be carcinogen free.**
9. Coatings must also be applicable for use as waterproofing for:
 - Metal roofs
 - Parapet wall
 - Flat and low-pitched roofs
 - Flashing of all types
 - Concrete surfaces
 - Plywood
 - Decks

Exterior walls

ITEM NO. 4 - FINISH COAT

(HYDRO-STOP PREMIUMCOAT FINISH OR PRE-APPROVED EQUAL)

1. Shall be highly flexible water base 100% pure acrylic co-polymer internally plasticized to maintain elastomeric properties.
2. Coatings containing styrene, vinyl, or styrene butadiene are not acceptable.
3. Ultra Violet Light Resistant.
4. Fungus Resistance: ASTM G-21 (No growth supported).
5. Algae Resistance: ASTM G-29 (No growth supported).
6. Cured Membrane Characteristics:

<u>Property</u>	<u>Test</u>	<u>Result</u>
Tensile Strength	ASTM D638	2898 psi
Elongation	ASTM D638	>250% (61% for fabric)
Dimensional Stability	ASTM D1240	<0.44%
Weathering	ASTM G26	No effect on Physical Properties after 3,600 hours.
Moisture Vapor	ASTM D-1653	4 perms
Wind Uplift	ASTM E330	Satisfies SFBC for roofs 150 ft in elevation.
Fire Rating	ASTM E108	Class A

7. Asbestos Prohibition: All materials shall be asbestos free.
8. Non-toxic formulation.
9. Meets V.O.C. emissions and regulations.
10. All materials shall be carcinogen free.

11. Coatings must also be applicable for use as waterproofing for:

Metal roofs
Parapet wall
Flat and low-pitched roofs
Flashing of all types
Concrete surfaces
Plywood
Decks
Exterior walls

ITEM NO. 5 - BARRIER GUARD
(HYDRO-STOP BARRIERGUARD OR PRE-APPROVED EQUAL)

1. Shall be highly flexible liquid water base 100% pure acrylic polymer.
2. Coatings containing styrene, vinyl, or styrene butadine are not acceptable.
3. Ultra Violet Light Resistant
4. Cured Membrane Characteristics:

<u>Property</u>	<u>Test</u>	<u>Result</u>
Bond Strength		>550 psi
Tensile Strength	ASTM C-190-85	330 psi
Comprehensive Strength	ASTM C-109-88	5,690 psi
Flexual Strength	ASTM 3-348-86	1,835 psi

5. Asbestos Prohibition: All materials shall be asbestos free.
6. Non-toxic formulation.
7. Meets V.O.C. emissions and regulations.
8. All materials shall be carcinogen free.
9. Resistance to ponding water or standing water.
10. Is a heavy-duty protective and abrasion-resistant layer for decks, walkways and roofs.
11. Waterproofing of all types masonry surfaces such as foundation walls, concrete panels, retaining walls and moisture retaining structures such as shower floors.
12. Waterproofing basements.
13. Waterproofing and repairing of metal gutters.

MANUFACTURER'S WARRANTY

1. Product delivered shall be guaranteed by the Contractor for a period of ten (10) years after acceptance or as warranted by the manufacturer, against defects resulting from the use of defective or inferior materials or from negligent workmanship, or against all design or manufacturing defects.
2. Contractor shall replace any defective product at no cost

to the State during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.

3. Copy of manufacturer's guarantee to be submitted with offer forms.

TRAINING

1. After award, the Contractor will be required to provide initial training and demonstration to State personnel on the proper use, application and safety requirements of the product(s), at no cost to the State.
2. The manufacturer shall also provide a certification letter to the State signed by manufacturer's representative, certifying that the following State personnel are qualified to install the manufacturer's product, so as not to invalidate the manufacturer's warranty.
3. The State may also request from the Contractor a minimum of three (3) additional training at no cost to the State, during the term of the contract.
4. The Contractor shall provide at time of training ten (10) sets of manufacturer's written installation recommendations, including preparation of substrate surfaces, detail coatings of joints and planar change in substrate, and priming of substrates.

PRODUCT DATA SHEET

The Contractor shall provide to the requesting agency a copy of the Manufacturer's product data for all products.

MATERIAL SAFETY DATA SHEET

The Contractor shall provide to the requesting Agency a copy of the Manufacturer's MSDA for all products.

MANUFACTURERS WHO MEET THE REQUIREMENTS OF THE SPECIFICATIONS

1. Belzona Molecular
100 Charles Linberg Blvd.
Long Island, NY 11553
2. Waterproofing Solutions
313 N-West, 36th Street
Miami, Florida 33142

3. Sealoflex
2516 Oscar Johnson Drive
Charleston, S.C. 29405
4. Hydro-Stop
2635 Rourk Street
Charleston, SC 29405

SPECIAL PROVISIONS

SCOPE OF WORK

The furnishing and delivering of Roofing Supplies to Department of Accounting and General Services (DAGS), Central Services Division (CSD) shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995, included by reference and made a part hereof. Copies of the

General Terms and Conditions available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

OFFICER-IN-CHARGE

Mr. Glenn Nishimoto, Branch Chief, Purchasing Services Branch, Central Services Division, Department of Accounting and General Services, acting directly or through his authorized representative, is designated Officer-In-Charge. He may be reached at telephone number 831-6741.

TERM OF CONTRACT

Contract shall be for the ten-month period beginning July 1, 1997 through June 30, 1998, and may be extended by mutual agreement for an additional period not to exceed twelve (12) months or portion thereof.

STATE'S COMMITMENT

In return for prices submitted, DAGS, CSD will purchase all of their requirements of the products listed herein from the successful low bidder. It is provided, however, that when quality level or product design is not suited to the agency's purpose, an exception to this commitment may be granted to such agency by the Procurement Officer.

BIDDER QUALIFICATION AND REQUIREMENTS

Awards will not be made to any bidder failing to meet the following qualification requirements.

1. Bidder shall maintain a wholesale or retail business on Oahu at the time of bidding and during the term of the contract with warehousing and inventory capabilities for supplying the items listed herein. Location of warehouse where supplies are to be distributed from or picked up shall be provided in the appropriate spaces on Offer Form Page OF-3.

2. Bidder is required to provide safe, adequate parking adjacent to warehouse and/or pick up location(s) to accommodate State employees' vehicles.

3. Bidder shall submit letter stating the following:

- a. The Foundation and Saturation Coat, Item No. 3, is 100% Pure Acrylic Copolymer.
- b. The Finish coat, Item No. 4, is 100% Pure Acrylic Copolymer.
- c. The Barrier Guard, Item No. 5, is 100% Pure Acrylic Polymer.
- d. Coatings, Item Nos. 3, 4, 5, are asbestos free and does not contain any known carcinogens, and does not contain styrene, vinyl, or styrene butadine.

4. Bidder shall also submit a manufacturer's certification that the product(s) bid for Items Nos. 3, 4, and 5 meet or exceed specified requirements.

Failure to comply with any of the above BIDDER QUALIFICATIONS shall

be sufficient cause to consider bid as non-responsive.

MULTIPLE OR ALTERNATE BIDS

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

BID PREPARATION

OFFER FORM, OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Bid Quotation. Unit bid price shall be based on delivery to destination, all applicable taxes, and any other costs incurred in the performance of this contract.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax clearance valid:	7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate and the applicable use tax at the current 1/2% rate. If however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Brand Name and Number. All items specified herein do not contain asbestos. Only asbestos-free products will be considered by the State of Hawaii. Bidder must indicate on Offer Form pages OF-2 and OF-3, the exact manufacturer's name, product name and/or number, and other identifiers of each product offered. Failure to do so, or the inclusion of remarks such as "as specified", shall be sufficient grounds for rejection of bid. If any of the called for elements of product information are missing from the bidder's offer, the State will be unable to determine from the information given whether the product is acceptable or not.

No bidder will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers.

Brand names specified herein set a standard of quality for products desired, but is not intended to restrict bidders to the brand specified. Other brands may be offered provided they are equal to or exceed the quality of the brand specified. Bidders who offer a brand as an "or equal" shall, upon request of the State Procurement Officer furnish the State with manufacturer's specifications/literature, materials safety data sheets, and/or demonstration and samples of the item(s) offered within two working days after the request is made. Failure to comply may

be cause for rejection of the bidder's offer. The State of Hawaii reserves the right to be the sole judge of the acceptability of the product.

Brochures and/or Specifications. Offeror must include with the offer a copy of the Material Safety Data Sheet (MSDS) and the Technical Product Data Sheet (TPDS) for each product offered, in addition to a sample copy of the warranty, stating exclusions, if any. These sheets must show that the product does not contain asbestos. PRODUCTS CONTAINING ASBESTOS WILL NOT BE ACCEPTED. Failure to submit these sheets will be cause for rejection of bid.

If bidding on products other than those listed in the specifications, literature which verifies that the products offered conform to the specifications called for shall be submitted with the bid.

The State will be the sole judge as to the comparative quality and suitability of alternate or substitute products and its decision will be final.

QUANTITIES

Quantities listed herein are estimates for the period specified. No guarantee to purchase the exact amount listed is intended or implied. The State reserves the right to purchase larger or smaller quantities at the prices quoted on this bid invitation. In the event the estimated requirements do not materialize in exact quantities listed in the proposal, such failure shall not constitute grounds for equitable adjustment under this contract.

PRICE ADJUSTMENT

In the event that increases in the cost of products are passed on to the Contractor by his supplier, the State extends to the Contractor the right to adjust prices so that the contract prices will more fairly reflect the Contractor's increased product costs, provided the following conditions are met:

1. Contractor shall submit a written request for adjustment of contract prices;
2. The increase is limited to costs passed on to the Contractor per product, from his supplier but limited to a maximum of 5% per product. Proper documentation which supports the specific amount of increase by the supplier for each product must be submitted;
3. Such request for price adjustment is subject to approval by the State Comptroller and no increase will be allowed earlier than six (6) months after the start of the contract.

METHOD OF AWARD

Award(s), if any, will be made to the responsible and responsive bidder submitting the lowest total sum bid price for Items 1 through 5. To qualify for award bidder is required to bid on all items listed on Offer Form page 2.

CONTRACT EXECUTION

The State shall forward a formal contract to the successful offeror for execution. The contract shall be executed by the successful offeror and returned within ten (10) days after receipt by the vendor as specified in Section 3.3 of the General Terms and Conditions. No performance or payment bond is required.

If the option to extend is mutually agreed upon, Contractor shall be required to execute a supplement to the contract. The Contractor or the State may terminate the extended contract at any time upon sixty (60) days prior written notice.

PRODUCT QUALITY

Products furnished under these specifications shall be new and of the best quality of their respective kind and shall be free from defects which may render it unfit for use. Damaged or rejected items shall be immediately replaced with items of the quality required by these specifications.

Failure to replace any rejected items shall not relieve the Contractor from the responsibility imposed upon him by the contract.

No payment, whether partial or final, shall be construed to be an acceptance of defective materials.

The State may, at any time by written order, stop any work or delivery of specific products not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits, nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

ORDERING

DAGS, CSD will issue purchase order(s) for the Roofing Supplies (Waterproofing System) on a periodic basis during the contract term.

Any orders received by the Contractor during the contract period must be honored by the Contractor and Contractor shall be obligated to deliver according to the contract terms and conditions, and within the delivery time specified on each purchase order.

DELIVERY

Deliveries are to be made to the address(es) designated on each Purchase Order(s) issued, and will be delivered within 3 workdays to the DAGS, CSD baseyard, 7 working days elsewhere and 2 working days for "Will-Call" items.

INVOICE AND PAYMENT

Contractor shall submit original and three (3) copies of the invoice to:

Department of Accounting and General Services
Central Services Division

729-B Kakoi Street
Honolulu, Hawaii 96819

Invoice shall itemize quantity delivered, product number, and product type of items. Each school listed on the invoice shall be attached to the invoice, together with a copy of the specified monthly service repair indicated in the specifications.

Payments shall be made on the basis of the actual number of items ordered and delivered upon certification by the Officer-in-Charge that the Contractor has satisfactorily provided the items specified.

Section 103-10, Hawaii Revised Statutes (HRS) provides that the State of Hawaii have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the state will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

The tax clearance submitted with your invoice for final payment requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

06/03/96

ROOFING SUPPLIES (WATERPROOFING SYSTEM)
ON OAHU
IFB-97-200-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ____ Individual ____ Partnership ____ Corporation ____ Joint
Venture

State of incorporation: Hawaii _____

*Other _____

*If "other", is corporate seal available in Hawaii? ____ Yes ____ No